

ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

02/04/2025

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

NEGIN BEJGI, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

PK MANAGEMENT, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CV013953

[Honorable Lauri A. Damrell, Dept. 22]

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
COUNSEL FEES PAYMENT, CLASS
COUNSEL LITIGATION EXPENSES
PAYMENT, AND CLASS
REPRESENTATIVE SERVICE PAYMENT**

*[Filed concurrently with Declaration of Kane
Moon; Declaration of Negin Bejgi; Declaration
of Administrator Lisa Pavlik; and [Proposed]
Order]*

Hearing Date: February 28, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department 22

Complaint Filed: December 21, 2023
FAC Filed: March 22, 2024

1 **PLEASE TAKE NOTICE** that on February 28, 2025 at 9:00 a.m., or as soon thereafter
2 as the matter may be heard, before the Honorable Lauri A. Damrell in Department 22 of the
3 Gordon D. Schaber Sacramento County Courthouse, located at 720 9th St., Sacramento,
4 California 95814, Plaintiff Negin Bejgi (“Plaintiff” or “Plaintiff Bejgi”) will and hereby moves
5 for an order granting final approval of:

6 1. The Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
7 “Settlement,” or “Agreement”) on the grounds the Settlement Agreement is fair, adequate, and
8 reasonable because:

- 9 • Fifty-one (51) Class Members who did not submit Requests for Exclusion will
10 receive a portion of the Net Settlement Amount;
- 11 • As of January 31, 2025, no Objections to the Settlement;
- 12 • As of January 31, 2025, no Requests for Exclusion were submitted; and
- 13 • As of January 31, 2025, no written disputes regarding the Settlement have been
14 submitted;

15 2. The Class Counsel Fees Payment of \$35,000.00 (33 1/3% of the Gross Settlement
16 Amount) to Moon Law Group, PC (“Class Counsel”) for 75.3 hours spent working on the case
17 from pre-filing investigation to the Final Approval Hearing;

18 3. The Class Counsel Litigation Expenses Payment of \$11,000.00 to Class Counsel
19 for litigation costs and expenses incurred throughout the litigation of this matter;

20 4. The Class Representative Service Payment of \$7,500.00 to Plaintiff;

21 5. The Administration Expenses Payment of \$6,000.00 to Simpluris, Inc., the
22 Administrator (“Administrator”), for the costs incurred in administering the Settlement; and

23 6. The Private Attorneys General Act of 2004 (“PAGA”) Penalties of \$10,000.00,
24 seventy-five percent (75%) of which (\$7,500.00) shall be paid to the California Labor and
25 Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of which
26 (\$2,500.00) will be distributed to all current and former Aggrieved Employees who were
27 employed by Defendant PK Management, LLC (“Defendant”) within the State of California at
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1 any time during the period from December 16, 2022 to July 17, 2024 (“Aggrieved Employees”
2 and “Individual PAGA Payment”).

3 This Motion is based on the following Memorandum of Points and Authorities;
4 Declaration of Kane Moon; Declaration of Plaintiff Negin Bejgi; and Declaration of
5 Administrator Lisa Pavlik in support thereof; as well as upon the pleadings and other records on
6 file with the Court; and upon such documentary evidence and oral argument as may be presented
7 at the hearing on this motion.

8 Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of
9 this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling
10 may be downloaded off the court’s website. If the party does not have online access, they may
11 call the dedicated phone number for the department as referenced in the local telephone directory
12 between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the
13 tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day
14 before the hearing, no hearing will be held.

15
16 Dated: February 4, 2025

MOON LAW GROUP, PC

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18 By: 
19 Kane Moon
20 Attorneys for Plaintiff
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1 **I. INTRODUCTION**

2 This motion seeks final approval of the proposed wage-and-hour class action settlement
3 by Plaintiff on behalf of herself and all current and former hourly-paid or non-exempt employees
4 who were employed by Defendant within the State of California at any time during the period
5 from December 21, 2019 to July 17, 2024 (“Class,” “Class Members,” and “Class Period”).

6 **II. INVESTIGATION, DISCOVERY, AND SETTLEMENT**

7 On December 16, 2023, Plaintiff provided written notice to the LWDA and Defendant.
8 (Declaration of Kane Moon in Support of Plaintiff’s Motion for Final Approval of Class Action
9 and PAGA Settlement (“Moon Decl.”), ¶ 22.) On December 21, 2023, Plaintiff filed a wage and-
10 hour class action lawsuit in the Superior Court of California, County of Sacramento, alleging
11 eight (8) causes of action. (*Id.*) On March 22, 2024, Plaintiff filed an amended her Complaint
12 adding an additional cause of action pursuant to Labor Code section 2698, *et seq.* (Private
13 Attorneys General Act of 2004 (“PAGA”)). (*Id.*)

14 The Parties engaged in discovery, investigations, and negotiations. Defendant produced a
15 large volume of documents pursuant to discovery. (Moon Decl., at ¶ 23.) These documents related
16 to Defendant’s policies, practices, and procedures regarding reimbursement of business expenses,
17 paying non-exempt employees for all hours worked, meal and rest breaks, and payroll and
18 operational policies. (*Id.*) Class Counsel also reviewed time records, pay records, and information
19 relating to the size and scope of the Class, as well as data permitting Class Counsel to understand
20 the number of workweeks and pay periods within the Class Period. (*Id.*)

21 Following negotiations, the Parties drafted the terms of the long-form agreement
22 memorialized in the Settlement Agreement that the Court preliminarily approved on October 3,
23 2024. (Moon Decl., at ¶ 24.) The Parties now seek final approval of the Settlement Agreement.
24 (*Id.*)

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1 **III. THE PROPOSED SETTLEMENT AND THE CLASS MEMBERS'**
2 **RESPONSE**

3 **1. The Proposed Settlement**

4 Under the terms of the Settlement, Defendant agreed to pay a Gross Settlement Amount
5 of \$105,000.00. (See Amended Settlement Agreement, attached as **Exhibit 6** to the Supplemental
6 Declaration of Stanley J. Park in Support of Plaintiff's Motion for Preliminary Approval of Class
7 Action Settlement filed on September 26, 2024, ¶¶ 1.22, 3.1.)¹ Subject to court approval, the Net
8 Settlement Amount will be calculated by deducting the following amounts from the Gross
9 Settlement Amount: (1) Class Counsel Fees Payment of \$35,000.00; (2) Class Counsel Litigation
10 Expenses Payment of \$11,000.00; (3) Class Representative Service Payment of \$7,500.00; (4)
11 Administration Expenses Payment of \$6,000.00; and (5) PAGA Penalties of \$10,000.00. (See
12 Settlement Agreement, ¶¶ 3.1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.6; see also Declaration of Lisa Pavlik
13 in Support of Motion for Final Approval of Class Action Settlement ("Pavlik Decl."), at ¶ 18.)

14 It is currently estimated \$36,050.00 ("Net Settlement Amount") will be distributed to
15 Participating Class Members. (Pavlik Decl., ¶ 18.) There are fifty-one Class Members who will
16 be paid their portion of the Net Settlement Amount. (*Id.* at ¶ 17.) There are twenty-seven (27)
17 Aggrieved Employees who will be paid their share of the PAGA Penalties allocated for
18 Aggrieved Employees. (*Id.* at ¶ 20.)

19 Individual Class Payments will be calculated and apportioned from the Net Settlement
20 Amount using the formula set forth in the Settlement Agreement. (Settlement Agreement, at ¶
21 3.2.4.) The twenty-five percent (25%) portion of the PAGA Penalties allocated to Aggrieved
22 Employees will be calculated using the formula set forth in the Settlement Agreement. (*Id.*, at ¶
23 3.2.5.1.) Individual Class Payments will be allocated twenty percent (20%) as wages and eighty
24

25 ¹ On September 19, 2024, the Court issued a tentative ruling regarding Plaintiff's Motion
26 for Preliminary Approval of Class Action Settlement. The Court recommended that the Parties
27 revise the Settlement Agreement to comply with the Court's tentative ruling. On September 25,
28 2025, the Parties fully executed an Amended Settlement Agreement with the Court's
recommended revisions and filed it on September 26, 2025. Upon review, the Court granted
Plaintiff's Motion for Preliminary Approval.

1 percent (80%) as interest and penalties. (*Id.*, at ¶ 3.2.4.1.)

2 Individual Class Payments and Individual PAGA Payments checks issued to Participating
3 Class Members and Aggrieved Employees, respectively, will be valid for no less than one
4 hundred eighty (180) calendar days from the date of mailing. (Settlement Agreement, at ¶ 4.4.1.)
5 Uncashed settlement checks will be sent to the California State Controller's Unclaimed Property
6 Division. (*Id.*, at 4.4.3.)

7 **2. Released Claims**

8 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
9 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
10 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
11 follows:

12 Plaintiff and his or her respective former and present spouses, representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
14 Parties from all claims, transactions, or occurrences that occurred during the Class Period,
15 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
16 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
17 reasonably could have been, alleged based on facts contained in the Operative Complaint,
18 Plaintiff's PAGA Notice, [or ascertained during the Action and released under 5.2 of the
19 Settlement Agreement] ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims
20 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
21 disability benefits, social security benefits, workers' compensation benefits that arose at any time,
22 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
23 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
24 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
25 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
26 (Settlement Agreement, at ¶ 5.1.)

27 As of the Effective Date, and as a term of the Settlement Agreement, Plaintiff shall provide
28

1 a separate general release to the Released Parties. (Settlement Agreement, at ¶ 5.1.1.)
2 Furthermore, Plaintiff expressly waives and relinquishes any rights or benefits available to her
3 under the provisions of section 1542 of the Civil Code. (*Id.*)

4 All Participating Class Members, on behalf of themselves and their respective former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
6 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
7 based on the Class Period facts stated in the Operative Complaint or PAGA Notice or both.
8 (Settlement Agreement, at ¶ 5.2.) Except as set forth in Section 5.3 of the Settlement Agreement,
9 Participating Class Members do not release any other claims. (*Id.*)

10 All Aggrieved Employees are deemed to release, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
13 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
14 Complaint or PAGA Notice or both. (Settlement Agreement, at ¶ 5.3.)

15 **3. The Class Members Support the Settlement**

16 The Administrator received the Court-approved Class Notice on October 7, 2024 and then
17 received the Class Data on October 18, 2024. (Pavlik Decl., at ¶¶ 4-5.)

18 After updating the addresses, the Administrator mailed Class Notices to fifty-one (51)
19 Class Members via regular First-Class U.S. Mail. (Pavlik Decl., at ¶¶ 7-8.) A total of seven (7)
20 Notice Packets were undeliverable. (*Id.* at ¶ 9.) The Administrator conducted an advanced skip
21 trace to obtain current addresses. (*Id.*) The Administrator was able to successfully update five (5)
22 of the undeliverable addresses with current addresses. (*Id.*) Two (2) mailed Class Notices remain
23 undeliverable. (*Id.*) The Administrator otherwise has no outstanding disputes to review, received
24 no objections to the Settlement, and received no Requests for Exclusion. (*Id.* at ¶¶ 13-16.)

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1 **IV. ARGUMENT**

2 **1. The Settlement is Fair, Reasonable, and Adequate**

3 California Rule of Court, Rule 3.769, requires court approval for class action settlements.
4 Cal. R. Ct. 3.769(g). California courts favor settlement. (*Stambaugh v. Superior Court* (1976) 62
5 Cal.App.3d 231, 236, *Potter v. Pacific Coast Lumber Co. of Cal.* (1951) 37 Cal.2d 592, 602
6 (“[T]he law wisely favors settlements”). Accordingly, the Court must give “[due] regard to what
7 is otherwise a private consensual agreement between the parties.” (*Wershba v. Apple Computer,*
8 *Inc.* (2001) 91 Cal.App.4th 224, 245.)

9 In deciding to approve a class settlement, a court evaluates if the settlement is “fair,
10 adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 (citing
11 *Officers for Justice v. Civil Serv. Comm’n of City & Cnty. of S.F.* (9th Cir. 1982) 688 F.2d 615,
12 625); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742-743.) A court enjoys
13 broad discretion to make its fairness determination. (*Dunk*, at p. 1801.)

14 However, “a presumption of fairness exists where: (1) the settlement is reached through
15 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the
16 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage
17 of objectors is small.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802; accord
18 *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245.) Courts should consider other
19 relevant factors, including: (a) strength of plaintiffs’ case compared to the settlement amount; (b)
20 risk, expenses, complexity, and duration of litigation; and (c) fair treatment of class members in
21 relation to each other. (*Dunk*, at p. 1802; see also *In re Microsoft I-V Cases* (2006) 135
22 Cal.App.4th 706, 723; see also *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 617.)

23 At preliminary approval, the Court was provided with information to satisfy three of the
24 *Dunk* factors, leaving the fourth factor (number of objectors) unknown until after the Class had
25 an opportunity to respond.² The Court preliminarily presumed the Settlement was fair.

26
27 ² See Plaintiff’s Motion for Preliminary Approval, pages 9-13, filed on July 9, 2024. In
28 addition to the *Dunk* factors, Class Counsel detailed the other factors such as the strengths of the

(Footnote continued)

Following dissemination of the Class Notice and adequate time provided to the Class to return objections, as of filing of this motion, no objections were asserted or filed. (Pavlik Decl., at ¶ 15.) Thus, the Settlement is entitled to the presumption of fairness.

V. THE COURT SHOULD APPROVE THE REQUESTED FEES AND COSTS

1. The Requested Class Counsel Fees Payment is Fair and Reasonable, Calculated as a Percentage of a Common Fund

Class Counsel apply for Class Counsel Fees Payment of \$35,000.00 and Class Counsel Litigation Expenses Payment of \$11,000.00. (Moon Decl., at ¶ 16.) State and federal courts recognize an appropriate method for determining an award of attorneys’ fees is based on a percentage of the total value of benefits to Class Members by the settlement, also known as the “common fund” method. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) “Despite its primacy, the lodestar method is not necessarily utilized in common fund cases.” (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 27; *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1808 (the percentage method calculates attorney fees as a reasonable percentage of the common fund and may be used where the amount of the settlement is a certain or easily calculable sum of money).)

The percentage approach is meant to “spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the burden alone.” (*Vincent, supra*, 557 F.2d at p. 769.) *In Quinn v. State of California* (1995) 15 Cal.3d 162, 167, Court stated: “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.”

In *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110, the California Supreme Court ruled the common fund doctrine has been applied “consistently in California when an action brought by one party creates a fund in which other persons are entitled to share.” The

case, risks, and costs of further litigation, as well as the reasonableness of the Gross Settlement Amount considering *Kullar*.

1 reasons for applying the common fund doctrine include: “[F]airness to the successful litigant,
2 who might otherwise receive no benefit because his recovery might be consumed by the expenses;
3 correlative prevention of an unfair advantage to the others who are entitled to share in the fund
4 and who should bear their share of the burden of its recovery; encouragement of the attorney for
5 the successful litigant, who will be more willing to undertake and diligently prosecute proper
6 litigation for the protection or recovery of the fund if he is assured that he will be properly and
7 directly compensated should his efforts be successful.” (*City and County of San Francisco v.*
8 *Sweet, supra*, 12 Cal.4th at p. 110.)

9 **2. The Class Counsel Fees Payment Is Within the Range of Fees Approved in**
10 **Comparable Common Fund Cases**

11 Assessing an appropriate fee based on a percentage of the fund involves considering “all
12 of the circumstances of the case.” There is sparse case law addressing the evaluation of reasonable
13 attorneys’ fees in employee class actions as appellate cases addressing fees arise almost
14 exclusively where awards were challenged by defendants or objectors – the only parties with
15 standing to appeal. (*Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at p. 236.)

16 Several studies of class action fee awards have found the median common fund fee award
17 is approximately one-third (1/3) of the total settlement fund. (See, e.g., *Chavez v. Netflix, Inc.*
18 (2008) 162 Cal.App.4th 43, 66, n.11 (numerous studies have shown that “fee awards in class
19 actions average around one-third of the recovery.”); Reagan W. Silber and Frank E. Goodrich,
20 Common Funds and Common Problems: Fee Objections and Class Counsel’s Response, 17 Rev.
21 Litig. 525, 546; T. Willging, L. Hooper and R. Niemic, Empirical Study of Class Actions in Four
22 Federal District Courts: Final Report to the Advisory Committee on Civil Rules, 90 (1996)
23 (finding that attorneys’ fees in class litigation “were generally in the traditional range of
24 approximately one-third of the total settlement”).

25 The Class Counsel Fees Payment of thirty-three and one-third percent (33 1/3%) falls in
26 the mid-range of percentage class fee awards, which commonly range from twenty percent (20%)
27 to fifty percent (50%) of a common fund. The Class Counsel Fees Payment constitutes fair
28

1 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
2 contingent basis and compensates Class Counsel for their efforts and result achieved. The Class
3 Counsel Fees Payment is in line with awards in similar cases in California and nationwide and
4 demonstrates the attorneys' fees requested is consistent with market rates and is reasonable.
5 (Moon Decl., at ¶ 16.) Class Counsel have been routinely awarded a thirty-three and one-third
6 percent (33 1/3%) fee request or more in similar class and representative actions throughout
7 California. (*Id.*) Thus, the thirty-three and one-third percent (33 1/3%) fee request is well within
8 a reasonable range.

9 **3. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee**

10 Under the lodestar method, a base fee amount is calculated from a compilation of time
11 reasonably spent on the case and the reasonable hourly compensation of the attorney. (*Serrano v.*
12 *Priest, supra*, 20 Cal.3d at p. 48.) The court then enhances this lodestar figure by a “multiplier”
13 to account for a range of factors, such as the novelty and difficulty of the case, its contingent
14 nature, and degree of success achieved. (*Serrano*, at p. 49; see also *Ketchum v. Moses* (2001)
15 Cal.4th 1122, 1132-1136; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096; *Thayer v.*
16 *Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 834, (“[t]here is no ... rule limiting the factors that
17 may justify an exercise of judicial discretion to [adjust the] lodestar”).)

18 “[The lodestar] may be adjusted by the court based on factors including . . . (1) the novelty
19 and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent
20 to which the nature of the litigation precluded other employment by the attorneys, [and] (4) the
21 contingent nature of the fee award.” (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1132.) Class
22 Counsel worked 75.3 hours to date and calculated the base lodestar fees on those hours at
23 \$51,785.00 at rates reflecting those currently earned in the marketplace. (Moon Decl., at ¶ 17.)
24 When the base lodestar fees calculation is cross-checked with the Class Counsel Fees Payment
25 fees, it results in a negative multiplier of 1.47. (*Id.* at ¶ 18.) Class Counsel displayed skill in
26 quickly resolving this litigation, accepted this case on a contingent-fee basis, risked no payment,
27 and were required to advance costs. (*Id.*) Class Counsel also had to forego other potential cases
28

1 to take on this case. (*Id.*)

2 **4. Class Counsel's Hourly Rates Are Reasonable**

3 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
4 experience in the relevant community. (*PLCM Group, Inc., supra*, 22 Cal.4th at p. 1095, more
5 recently, *Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900.)
6 When determining a reasonable hourly rate, courts may consider factors like attorney's skill and
7 experience, nature of the work performed, relevant area of expertise, and attorney's customary
8 billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 632.)

9 Class Counsel's hourly rates are between \$450 and \$900 and are in line with rates
10 typically approved in wage-and-hour class action litigation. (Moon Decl., at ¶ 20.) In addition,
11 Class Counsel's rates have been approved by courts throughout California. (*Id.*)

12 Finally, Class Counsel's skill and experience support their hourly rates. Class Counsel's
13 practice is limited exclusively to litigation, focusing on the representation of employees in wage-
14 and-hour and consumer class actions. (Moon Decl., at ¶¶ 2-10.) Class Counsel monitor the
15 prevailing market rates charged and set the billing rates of their attorneys to be consistent with
16 the prevailing market rates in the private sector for attorneys and staff of comparable skill,
17 qualifications, and experience.

18 **5. Class Counsel's Total Hours are Reasonable**

19 In determining lodestar fees, reasonable hours include the time spent before the action
20 was filed, including time spent interviewing clients, investigating the facts and the law, and
21 preparing the initial pleadings. (See *New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54,
22 62.) Furthermore, the fee award should include fees incurred to establish and defend the
23 attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("Serrano IV").)

24 Class Counsel expended 75.3 hours. (Moon Decl., at ¶ 17.) The work performed by Class
25 Counsel to negotiate the Settlement will provide valuable consideration to the Class, including a
26 gross *average* Individual Class Payment of \$706.86 and *high* Individual Class Payment of
27 \$2,084.67. (Pavlik Decl., at ¶ 19.)
28

1 Class Counsel's many tasks throughout the litigation of this matter included: (1) pre-filing
2 investigation and legal research; (2) communicating with Plaintiff on several occasions; (3)
3 locating and interviewing putative class members to corroborate the allegations; (4) researching
4 and investigating California's evolving wage-and-hour laws for compensation, overtime, meal
5 and rest breaks, itemized wage statements, waiting time penalties, and California's Unfair
6 Competition Law; (5) investigating Defendant's pay-structures and policies; (6) drafting and
7 filing various pleadings; (7) participating in numerous conferences with Defendant's counsel
8 regarding a variety of issues throughout the litigation, mediation, and settlement process; (8)
9 analyzing records produced by Defendant relating to its policies, pay-structures, and timekeeping;
10 (9) reviewing Defendant's answers to the operative complaints; (10) drafting the notice letters to
11 the LWDA and Defendant; (11) drafting and propounding formal discovery requests and
12 reviewing Defendant's answers; (12) researching and drafting the mediation brief, mediation
13 damage, and exposure models; (13) preparing for and attending a full day of mediation and
14 engaging in several negotiation sessions; (14) analyzing records produced by Plaintiff and Class
15 Members; (15) reviewing, negotiating, and revising the Settlement Agreement and Class Notice;
16 (16) engaging in several discussions with the Administrator; (17) drafting and redrafting the
17 preliminary approval motion; (18) reviewing, revising, and proofing the Class Notice; (19)
18 reviewing the weekly status reports sent by the Administrator; (20) reviewing and updating the
19 Administrator's declaration; (21) drafting and redrafting the final approval motion; and (22)
20 appearing at the preliminary and final approval hearings. (Moon Decl., at ¶¶ 13-15.)

21 All the tasks and work performed were reasonable and necessary for the prosecution of
22 this case. The work performed was justified considering the reasonable results achieved.

23 **6. Costs of Litigation**

24 The Settlement Agreement allows up to \$11,000.00 for the Class Counsel Litigation
25 Expenses Payment to reimburse Class Counsel for litigation costs and expenses. (Moon Decl., at
26 ¶ 26.) These costs were all reasonable and necessary for the prosecution of this case, and the
27 results achieved are fair, reasonable, and unopposed by Defendant. (*Id.*)
28

1 **VI. CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE**

2 The courts routinely approve service payments, or incentive awards, to compensate named
3 plaintiffs for the services they provide and the risks they incur during class litigation. (See *In re*
4 *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393; see also *Bell v. Farmers*
5 *Ins. Exch.* (2004) 115 Cal.App.4th 715, 725-726 (upholding service payments to class
6 representatives); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th
7 399, 412 (upholding incentive awards to plaintiffs that, when added to their individual recoveries,
8 amounted to more than twice as much as the average payment to class members); Manual § 21.62
9 n.971 (noting that service payments are warranted).)

10 Class Counsel seek approval of the Class Representative Service Payment of \$7,500.00.
11 The Class Representative Service Payment is reasonable because of the benefits Plaintiff
12 conferred on the Class, time spent assisting Class Counsel with the investigation and prosecution
13 of the claims, providing a broader release of claims, risking a judgment entered against her for
14 attorneys' fees and costs, and reviewing the documents produced, operative complaints,
15 Defendant's answer, and Settlement Agreement (and exhibits). (Moon Decl., at ¶ 25; Declaration
16 of Negin Bejgi in Support of Plaintiff's Motion for Final Approval of Class Action Settlement
17 ("Bejgi Decl."), ¶¶ 5-11.) The assistance Plaintiff provided to Class Counsel was invaluable in
18 assisting them in the settlement of this case. (Moon Decl., at ¶ 25; Bejgi Decl., at ¶¶ 5-11.)

19 Plaintiff was made aware of and accepted the risks and sacrifices associated with serving
20 as the class representative (*i.e.*, risking a judgment entered against her for attorneys' fees and
21 costs, agreeing to a broader release). (Moon Decl., at ¶ 25; Bejgi Decl., at ¶ 3.) The Class was
22 informed Plaintiff would apply for the Class Representative Service Payment, and no objection
23 was received. (Pavlik Decl., at ¶ 15.) Finally, Defendant also does not oppose the Class
24 Representative Service Payment.

25 Therefore, the Class Representative Service Payment is fair, appropriate, and justified and
26 should be granted by the Court.

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28 ///

1 **VII. THE ADMINISTRATION EXPENSES PAYMENT IS REASONABLE**

2 The Administrator's duties are detailed in the Settlement Agreement and Lisa Pavlik's
3 declaration. (Pavlik Decl., at ¶¶ 3 and 22; Settlement Agreement, at ¶ 7.)

4 Following final approval, the Administrator will continue to calculate and mail settlement
5 checks to Participating Class Members, perform tax reporting, disburse other payments as ordered
6 by the Court, and perform such other duties as set forth in the Settlement Agreement.

7 Thus, Plaintiff requests the Court approve the Administration Expenses Payment of
8 \$6,000.00 for the services rendered and the services to be rendered. (Pavlik Decl., at ¶¶ 3 and 22.)

9 **VIII. CONCLUSION**

10 Class Counsel request the Court grant final approval of the Settlement and above-
11 mentioned payments.

12 Dated: February 4, 2025

MOON LAW GROUP, PC

14 By: 
15 Kane Moon
16 Attorney for Plaintiff